B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDNGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc

Name of Transferee

VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs

Name of Transferor

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square, Canary Wharf, London E14 4QA Court Claim # (if known): 55199 Amount of Claim: transferred amount – 3.34716829% of total claim US\$107,227,893.71 = US\$3,589,098.06 Date Claim Filed: 29 October 2009

Phone: +4930 25 92 45 314

Last Four Digits of Acct. #: n/a

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk

Phone: +44 207 677 7974

E-mail: Indistressed@morganstanley.com

Phone: + 212 530 1800

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

566570.1/9999-00999

PAYMENT INSTRUCTIONS: USD

TO:

CHASE MANHATTAN NEW YORK, NY

SWIFT:

CHASUS33

ACCOUNT NAME:

MORGAN STANLEY & CO.

INTERNATIONAL plc

MSLNGB2X SWIFT: ACCOUNT NUMBER: 066617758 REF: Fixed Income

PAYMENT INSTRUCTIONS: EUR

TO:

CITIBANK N.A.

SWIFT:

CITIGB2L

ACCOUNT NAME:

MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT:

MSLNGB2X

ACCOUNT NUMBER: 12221071

IBAN:

GB15CITI18500812221071

REF:

Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS Authorised Signatory Date:

18.3.2010

Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, VR-LIW GmbII ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 55199 with blocking number CA09879 filed by or on behalf of VR-LIW GmbH as Filing Entity on behalf of multiple holders of Lehman Programs (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (c) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein.

Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 18 day of March 2010.

VR-LIW GMBH

Name: Gunnar Mangel Title: General Manager

Gabelsbergerstr. 1a 59069 Hamm Germany

Phone: + 49 30 259 245 314 E-mail: <u>g.macngcl@vr-liw.de</u> MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS
Forised Signatory

By:___ Name:

Title:

25, Cabot Square Canary Wharf London E14 4QA

E- mail: <u>Indistressed@morganstanley.com</u>

Purchased Claim

3.34716829% = \$3,589,098.06 of XS0224346592 claim of US\$107,227,893.71

(the outstanding amount of the Proof of Claim as of 18 March 2010).

Lehman Programs Securities to which Transfer Relates

Description of ISIN/CUSIP Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Coupon Amount	Сопров	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LBHI Program Securities Bonds	XS0224346592 Block No. CA09879	Lehman Brothers Holdings	N/A	EUR 2,500,000.00	FRN	7/20/2012	EUR 20,611.04

Schedule 1-1

Lehman Brothers Holdings Claims I c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076	Processing Center		RITIES PROGRAMS OF CLAIM
In Re: Lehman Brothers Holdings Inc., et a Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Southern Dis Lehman Brothers Holdin	gs Inc., Et Al.
	sed to file claims other than those securities as listed on	08-13555 (JM	0000055199
Name and address of Creditor: (and Creditor)	name and address where notices should be s	LJ '	Check this box to indicate that this in amends a previously filed claim.
VR-LIW GmbH as Filing Entity clain Gunnar Mängel (General Manager) Gabelsbergerstraße 1a 59069 Hamm Germany	ning on behalf of multiple holders of Lehman	Programs Securities Cou	rt Claim Number:included
Telephone number: 4930/25 92 45 314	4 Email Address: g.maengel@vr-liw.de		
Name and address where payment st VR-LIW GmbH Gabelsbergerstraße 1a 59069 Hamm	nould be sent (if different from above)	anyo relat	Check this box if you are aware that one else has filed a proof of claim ing to your claim. Attach copy of their giving particulars.
	314 Email Address: g.maengel@vr-liw.de	- Marci	
Programs Securities as of September and whether such claim matured or l dollars, using the exchange rate as a	claim based on Lehman Programs Securities 15, 2008, whether you owned the Lehman became fixed or liquidated before or after Sepplicable on September 15, 2008. If you are claim amounts for each Lehman Programs S (Required)	Programs Securities on September 1. eptember 15, 2008. The claim amour filing this claim with respect to more	5, 2008 or acquired them thereafter, at must be stated in United States
Check this box if the amount o	f claim includes interest or other charges in	addition to the principal amount due	on the Lehman Programs Securities.
2. Provide the International Securithis claim with respect to more than	ities Identification Number (ISIN) for each l one Lehman Programs Security, you may at	Lehman Programs Security to which	this claim relates. If you are filing
which this claim relates. International Securities Identifica	tion Number (ISIN); XS0224346592	(Required)	
3. Provide the Clearstream Bank Blo appropriate (each, a "Blocking Num from your accountholder (i.e. the ban than one Lehman Programs Security relates.	ocking Number, a Euroclear Bank Electronic ber") for each Lehman Programs Security fo ak, broker or other entity that holds such sec you may attach a schedule with the Blocki ber, Euroclear Bank Electronic Instructio	Reference Number, or other deposit or which you are filing a claim. You curities on your behalf). If you are fil ng Numbers for each Lehman Progra	must acquire a Blocking Number ing this claim with respect to more ims Security to which this claim
See attached schedule(page 1 to	4) (Require	d)	
4. Provide the Clearstream Bank, Eu you are filing this claim. You must	roclear Bank or other depository participant acquire the relevant Clearstream Bank, Europe or other entity that holds such securities on y	account number related to your Lehi clear Bank or other depository partic	ipant account number from your
	Clearstream Bank or Other Depository Pa	articipant Account Number:	
See attached schedule (page 1 to 4	, (recjanca	······································	Top worm Tive on the
consent to, and are deemed to have a disclose your identity and holdings or reconciling claims and distributions.		nk or other depository to rs for the purpose of	FILED / RECEIVED
26 Oct 2009 of the creditor or	verson filing this claim must sign it. Sign and other person authorized to file this claim and it from the notice address above. Attach cop	l state address and telephone y of power of attorney, if	OCT 2 9 2009
		nnar Mängel	EPIQ BANKRUPTCY SOLUTIONS, LLC
renaity for presenting frau	dulent claim: Fine of up to \$500,000 or imp	prisonment for up to 5 years, or both.	18 U.S.C. §§ 152 and 3571

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS_

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy

filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

Lehman Programs Security

Any security included on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you
may either enclose a stamped self-addressed
envelope and a copy of this proof of claim, or you
may access the Claims Agent's system

(http://www.lehman-docket.com) to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

Schedule for the notes with the ISIN Code:

XS0224346592

Calculation

Interest Basis¹:	3-month EURIBOR 4.957% + 0.25% Floating Rate
Method of interest calculation:	Actual/ 360
Initial day of reckoning	21 July 2008
Original maturity day:	20 July 2012
Bankruptcy judgement day:	15 September 2008
Days of reckoning:	. 22
Exchange rate (EUR-USD)2:	1.423900

¹ The information about the 3-month EURIBOR of 18 July 2008 is taken from the website of the German Central Bank www.bundesbank.de

² The exchange rate of 15 September 2008 is taken from the website www.reuters.com

Nominal amount x (4.957%+0.25%) x 57 days Amount of Interest=-

360 days

Blocking Mumber	and the coop	Nominal amount	Amount of interest	claim	*Total amount of claim
DIOCRILIS MUIDO		in€	iné	in €:	in \$:
CA17542	67160	14.000.000,00 €	115.421,83 €	14.115.421,83 €	\$20.098.949,15
CA09905	67360	5.000.000,000€	41.222,08 €	5.041.222,08 €	
CA09908	09829	1.000.000,00 €	8.244,42 €	1.008.244,42 €	
CA09878	67160	1.000.000,00 €	8.244,42 €	1 008.244,42 €	
CA09864	67160		41.222,08 €		
CA09909	67360	10.000.00 €	82.44 €	10 082 44 €	

Page 1 of 4

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Blocking Nimbor	A coconst	Nominal amount	Amount of interest	claim	*Total amount of claim
DIOCKING NUMBER	Account Number	in €	in €	in €:	in \$:
CA09906	09829	20.000,00 €	164,89 €	20.164,89 €	\$28.712,78
CA17547	67160	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA08945	67160	2.000.000,00 €	16.488,83 €	2.016.488,83 €	\$2.871.278,45
CA09883	67160	5.000.000,00 €	41.222,08 €	5.041.222,08 €	\$7.178.196,12
CA09862	67160	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA17550	67360	3.000.000,00 €	24.733,25 €	3.024.733,25 €	\$4.306.917,67
CA17551	67360	10.000,00 €	82,44 €	10.082,44 €	\$14.356,39
CA09887	67160	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA09904	67360	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA09865	67160	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA09861	67160	2.000.000,00 €	16.488,83 €	2.016.488,83 €	\$2.871.278,45
CA09885	67160	2.000.000,00 €	16.488,83 €	2.016.488,83 €	\$2.871.278,45
CA09888	67160	2.000.000,00 €	16.488,83 €	2.016.488,83 €	\$2.871.278,45
CA09879	67160	2.500.000,00 €	20.611,04 €	2.520.611,04 €	\$3.589.098,06
CA09880	67160	4.000.000,00 €	32.977,67 €	4.032.977,67 €	\$5.742.556,90
CA09891	67160	€.000.000,00 €	41.222,08 €	5.041.222,08 €	\$7.178.196,12
CA17538	67160	€ 00,000,000 €	41.222,08 €	5.041.222,08 €	\$7.178.196,12
CA17540	67160	150.000,00 €	1.236,66 €	151.236,66 €	\$215.345,88
CA09882	67160	1.000.000,00 €	8.244,42 €	1.008.244,42 €	\$1.435.639,22
CA17552	67360	10.000.000,00 €	82.444,17 €	10.082.444,17 €	\$14.356.392,25
	Total	74.690.000,00 €	615.775,48 €	75.305.775,48 €	\$107.227.893,71

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Reservation of Rights

- Lehman Programs Securities ("Claimant") expressly reserves the right to amend or supplement this Claim at any time, in any respect and for any reason, including but not limited to, for the purposes of (a) fixing, increasing, or amending the amounts referred to herein, and (b) adding or amending documents and other information and further describing the claims. Claimant does not waive any right to amounts due for any claim asserted herein by not stating a specific amount due for any such claim at this time, and Claimant reserves the right to amend or supplement this proof of claim, if Claimant should deem it necessary or appropriate, to assert and state an amount for any such claim.
- 2. This Claim is made without prejudice to the filing by Claimant and any related entities of additional proofs of claim for any additional claims against Lehman Brothers Holdings Inc. ("LBHI") and its affiliated debtors (the "Debtors") and non-debtor entities affiliated with the Debtors of any kind or nature, including, without limitation, claims for administrative expenses, additional interest, late charges, and related costs and expenses, and any and all other charges and obligations reserved under the applicable documents and other transaction documents, and claims for reimbursement in amounts that are not fully ascertainable.
- 3. The filing of this Claim is not intended to be and shall not be deemed to be or construed as a waiver or release of any right to claim specific assets; any rights of setoff, recoupment, or counterclaim; or any other right, rights of action, causes of action, or claims, whether existing now or hereinafter arising, that Claimant has or may have against LBHI, its affiliated entities or any other person, or persons, and Claimant expressly reserves all such rights.

- 4. Nothing herein modifies, alters, amends and/or waives any right Claimant may have under applicable law or any agreement or understanding to assert and recover from LBHI, its affiliated entities or any other person or persons, upon rights, claims, and monies.
- 5. In executing and filing this claim, Claimant does not submit itself to the jurisdiction of this Court for any other purpose than with respect to this Claim. This Claim is not intended to be, and shall not be construed as (i) an election of remedies, (ii) a waiver of any past, present or future defaults, or (iii) a waiver or limitation of any rights remedies, claims or interests of Claimant.

26 OCT 2009

Date

Ulaxyu Signature

Gunnar Mängel (General Manager)

VR-LIW GmbH Gabelsbergerstr. 1a 59069 Hamm Germany

Registry court: AG Hamm, HRB 6345 VAT-Ident-Number DE262892384

Tel.: +49 30 / 259 245 - 314 Fax: +49 30 / 259 245 - 399 E-Mail: g.maengel@vr-liw.de

